

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Private Road Maintenance Bond for Carriage Homes of Dunwoody Commons

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Larry Poliner

EXT: 7318

MOTION/RECOMMENDATION:

Authorize the release of the Carriage Homes of Dunwoody Commons Private Road Maintenance Bond #929367689 in the amount of \$227,035.37 for the Carriage Homes of Dunwoody Commons road improvements.

District 5 Brenda Carey

Larry Poliner

BACKGROUND:

Maintenance Bond #929367689 for \$227,035.37 (Continental Insurance Company) was required by Section 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Carriage Homes of Dunwoody Commons Private Road Maintenance Bond. A two year maintenance inspection was conducted by staff for this project located 4989 Hawkstone Drive, Seminole County and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Carriage Homes of Dunwoody Commons Private Road Maintenance Bond #929367689 in the amount of \$227,035.37 for the Carriage Homes of Dunwoody Commons road improvements.

ATTACHMENTS:

1. Private Road Maintenance Bond
2. Power of Attorney
3. Request Letter

Additionally Reviewed By:

☒ County Attorney Review (David Shields)

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE BOND

BOND NO. 929167689

KNOW ALL MEN BY THESE PRESENTS:

That we, Pulte Home Corporation, hereinafter referred to as "Principal" and Continental Insurance Company, hereinafter referred to as "Surety" are held and firmly bound unto the Dunwoody Commons Condominium Association and each and all purchasers of lots within Carriage Homes at Dunwoody Commons in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Obligee" or "Obligees" in the sum of two hundred twenty seven thousand thirty five and 37/100 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas Principal has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Carriage Homes at Dunwoody Commons, a plat of which is recorded in Plat Book _____ Page _____, Public Records of Seminole County Florida; and

Whereas, the aforesaid improvements were made pursuant to certain plans and specifications dated October 11, 2004 revised January 31, 2005, and filed with the County Engineer of Seminole County; and

Whereas, Principal is obligated to protect each and every Obligee against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from December 1, 2005.

Now therefore, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Obligees against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from December 1, 2005, then this obligation shall be null and void, otherwise it shall remain in fully force and effect.

Any Obligee may notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon 30 days written notice from any Obligee, or an authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, any Obligee, in view of the health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the Obligees shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and in the event the Obligees should exercise and give affect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Obligees the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

(This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Obligees and maintained in the public records of Seminole County)

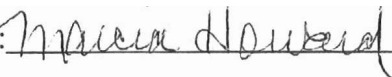
In witness whereof, the Principal and the Surety have executed these presents this 1st day of December 1, 2005.

Address
4901 Vineland Rd, Ste 500
Orlando, FL 32811

Pulte Home Corporation

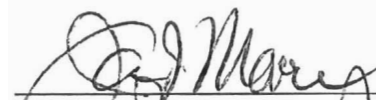


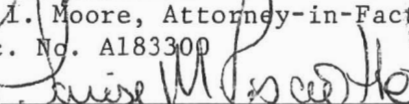
Calvin R. Boyd, Director of Treasury Operations

Attest: 

Address
333 E. Butterfield Road, Ste 810
Lombard, IL 60148

Continental Insurance Company



James I. Moore, Attorney-in-Fact
FL Lic. No. A183300
Attest: 

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, is a duly organized and existing corporation having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bonnie Kruse, Stephen T Kazmer, Dawn L Morgan, Peggy Faust, Kelly A Jacobs, Melissa Schmidt, Elaine Marcus, JenniferJ McComb, Mary Beth Peterson, Christine Woods, Michael J Scheer, James I Moore, Individually

of Westmont, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -


and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the corporation.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of August, 2005.



The Continental Insurance Company



Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 25th day of August, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



My Commission Expires March 15, 2009


Maria M. Medina Notary Public


CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this

1st day of December, 2005.



The Continental Insurance Company


Mary A. Ribikawskis Assistant Secretary

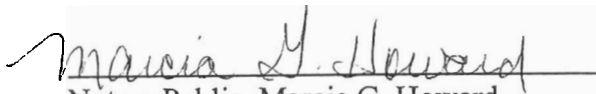
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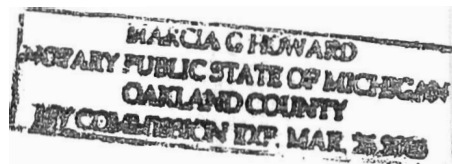
ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this 1st day of December, 2005, before me, the undersigned authorized employee, personally appeared Calvin R. Boyd who acknowledges himself to be Director of Treasury Operations of Pulte Home Corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such employee.

My Commission Expires: March 26, 2006


Notary Public, Marcia G. Howard
Oakland County, Michigan



ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS }
 }
 } S.S.
COUNTY OF DUPAGE }

On December 1, 2005, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James L. Moore, known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires on November 29, 2008


Notary Public



NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

Form F7310

Bond No. 929367689

Dated: December 1, 2005



February 27, 2008

BeJay Harbin
Development Review Division
Seminole County
1301 E. Second Street
Sanford, FL 32771
Phone: 407-665-7410

RE: **Carriage Homes at Dunwoody Commons**
Request for release of Private Road
Maintenance Bond #929367689 in the amount of \$227,035.37

Dear BeJay:

Please accept this letter as an official request for release of the private road maintenance bond noted above. Please place this bond release request on the agenda for the next Board of County Commissioners regular Board session for approval of its release.

For your records, enclosed please find a copy of the letter from James Allen dated February 22, 2008 indicating the bond can be released.

The original bond should be sent to my attention at the address on this letterhead. Thank you and feel free to contact me at 407-447-9660 should you have any questions.

Respectfully,
PULTE HOME CORPORATION

A handwritten signature in black ink, appearing to read "Diana Cabrera", written over a rectangular stamp area.

Diana Cabrera, CP, LCAM
Land Manager